



Louisiana Believes



Request for Proposals

Project Management Services for the School Facilities
Master Plan in Orleans Parish

Solicitation No: 682001-0406-22

RFP Opening Date: May 10, 2022

RFP Opening Time: 2:00PM

Dr. Cade Brumley
State Superintendent of Education

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DEPARTMENT OF EDUCATION, RECOVERY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
FOR
Project Management Services for the School Facilities Master Plan in Orleans Parish

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Recovery School District (RSD) is a special school district administered by the Louisiana Department of Education. Created by legislation passed in 2003, the RSD is designed to take underperforming schools and transform them into successful places for children to learn.

The RSD is committed to excellence, belief in equity, and respect for community. The RSD exists to transform struggling schools into great schools because that is what it will take for every student to be on track to graduate from college or to attain a professional career.

In November 2005, the Louisiana Legislature convened in a special legislative session and passed legislation (Act No. 35, §1 in the 1st Extraordinary Session of 2005) giving the Louisiana Department of Education (“LDOE”), through its Recovery School District, authority to direct the rebuilding and reopening of those schools in Orleans Parish that are defined under the law as academically failing schools. Through this legislation, the RSD acquired all the rights and responsibilities of ownership regarding all land, buildings, facilities, and other property that is part of any school transferred to the RSD, which equated to 99 school building campuses.

The RSD and the Orleans Parish School Board (now known as NOLA Public schools or NOLA-PS) are currently executing the final portion of the School Facilities Master Plan for Orleans Parish (SFMPOP or Master Plan). The SFMPOP was originally adopted by the Orleans Parish School Board and Board of Elementary and Secondary Education (BESE) in 2008 and revised with extensive community engagement during 2011. The SFMPOP was updated in 2014. In 2016 the Louisiana legislature passed Act 91 which provides for the unification of public schools in Orleans Parish under oversight by the Orleans Parish School Board and its Superintendent, which occurred on July 1st, 2018. Only schools under construction remain under RSD.

The RSD has three active projects in construction. These active projects vary in scope, size, and complexity. The three projects are being completed via CMAR (Construction Manager at Risk) methodology:

- Rose Mary Loving, the former Martin Behrman Elementary School, is a \$40m renovation project 50% complete, scheduled to enter final completion stage December of 2022.
- New Cohen High School is a \$34m, project 46% complete, scheduled to enter final completion stage October of 2022.
- Dr. Alice R. Geoffray, also known as Career Technical Education High School, is a \$37m project, 54% complete, scheduled to enter final completion stage February of 2023.

Upon completion of the three remaining projects, they will enter a one-year warranty period. Additionally, there are three completed projects in their warranty phase:

- Leah Chase School Building, the former Marquis De Lafayette
- Edna Karr High School
- Booker T. Washington High School

As the program nears completion, the RSD will progress to the grant closeout phase. All outstanding requests and informational needs of grant partners will need to be resolved within the contract period and within limited remaining funding.

1.2 Purpose

The RSD seeks Proposals from Qualified Respondents interested in providing Project Management and Grants Management services for a portfolio of final projects required to complete the SFMPOP. RSD also seeks Grants management services for its portfolio of grants from funding services that include but are not limited to FEMA, CDBG and other federal/state/local grantors.

The District will require the consistent high quality delivery of all projects to meet established schedules and budgets. While the cost of these services is important, proposing the lowest price will not assure award of service.

The overall objective is to provide management of tasks including planning support, community outreach, design management, management of the Construction Manager at Risk (CMAR) process and oversight, construction project management, field inspection services, warranty management, grant management, and asset preservation, project controls, administration, litigation support and compliance monitoring of Federal, State and Private Funds for identified projects. It is imperative that the implementation of the multi-site facilities capital program be completed on schedule and within budget. This is anticipated to be the sixth and final contract for the management of the implementation of the capital program estimated at \$2.0 billion over duration of fourteen to sixteen years, currently completing year fourteen.

1.3 Period of Agreement

This contract shall begin on **December 1, 2022** and shall end on **November 30, 2025**. State shall have the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

1.4 Definitions and Acronyms

Shall and Will – Denote mandatory requirements

Must - Denotes mandatory requirements

May and Can - Denote an advisory or permissible action

Should – Denotes a desirable action

Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation

Contractor – Any person having a contract with a governmental body; the selected proposer

Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP

DOA - Division of Administration

LaPAC – The Louisiana Procurement and Contract Network

New Construction: The construction of new building according to State and City Codes in addition to utilizing the performance standards adopted as part of the SFMPOP.

OSP – Office of State Procurement

Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.

Proposer – A firm or individual who responds to this RFP

Renovation: The complete repair of an existing building, all systems are improved to current State and City Codes in addition to utilizing the performance standards adopted as part of the SFMPOP. These projects typically involve new market and historic tax credits.

RFP – Request for Proposal

RSD and District – The Louisiana Recovery School District

State - The State of Louisiana

Warranty: One year-warranty period after construction is completed for each project executed.

1.5 Minimum Qualification for Proposer

Proposers of this RFP must meet the following minimum qualifications. Successful proposer shall:

- Include one or more project team members who shall be a Louisiana licensed general contractor or Project Management Professional certified from the Project Management Institute or other recognized Project Management or Construction Management professional societies.
- Include one or more project team members with Leadership in Energy and Environmental Design (LEED) Certification and demonstrated experience with energy conservation principles, sustainability, maintainability, and constructability.
- Demonstrate ability to implement and manage comprehensive, searchable database of project documents and communications.
- Include one or more team members with a minimum of 5 years' experience, knowledge of and application of federal laws, regulations and policies that govern the Federal Emergency Management Assistance (FEMA) Public Assistance and Hazard Mitigation programs. Knowledge and experience with Department of Housing and Urban Development (HUD) Community Development Block Grants (CDBG), and application of federal laws, regulation and policies is also required.
- Include one or more project team members with demonstrated experience effectively negotiating both the National Environmental Preservation Act (NEPA) compliance and the National Historic Preservation Act (NHPA) Section 106 requirements.
- Include one or more project team members with demonstrated experience in educational facility planning.
- Demonstrate extensive knowledge and experience with alternative project delivery methods, including (but not limited to) Construction Manager at Risk.
- Demonstrate experience in successful management of a large-scale educational facilities building program.
- Demonstrate experience with community outreach and responding to community complaints.
- Demonstrate experience with proactive dispute resolutions and claims avoidance.
- Demonstrate experience with outreach, implementing, and compliance of Disadvantage Business Enterprise (DBE) programs.
- Demonstrate experience with Federal program closeout.
- Demonstrate knowledge of FEMA Single Settlements.
- Be financially stable and not currently engaged in bankruptcy proceedings, being acquired, or merging with another company. The District reserves the option of validating financial and control status and matters with the Proposer before awarding the services.

1.6 Project Requirements

The Recovery School District requires program management/construction management/grants management services for the refurbishment of occupied facilities, and the renovation and construction of new PreK-12 school facilities in accordance with existing state and federal laws.

The RSD requires complete project management of all phases of the school repairs on existing facilities, school construction of new school campuses, and of other active projects. The RSD requires weekly progress reports in oral format to be accompanied with weekly written reports on project status as well as a monthly overall program report. The selected proposer will adequately staff to achieve the desired outcomes of successful, on-time school openings. Additional programmatic requirements are further defined in the RFP.

The proposer must have a working knowledge of the various building codes required by the state of Louisiana and design guidelines for PreK-12 facilities, including the United States Green Building Council's LEED Certification process.

As a component of these processes, the proposer must have a working knowledge of the Federal Emergency Management Assistance (FEMA) and Community Development Block Grant (CDBG) eligibility requirements for construction costs reimbursement. The proposer should also have a working knowledge of State and Federal Historic Tax Credits and New Market Tax Credits.

Successful proposer shall demonstrate ability to implement and manage comprehensive, searchable database of project documents and communications.

The RSD Chief Operations Officer – Educational Facilities Development, along with key representatives from RSD, will provide contract oversight to the selected proposer and issue management decisions. This individual will be named in the executed contract signed by both the State and the selected proposer. All services are expected to be provided over the entire term of the contract resulting from this RFP at the final executed contract cost.

1.7 Schedule of Events

Event	Date & Time
Advertise RFP and post to LaPAC, RFP issued to prospective Proposers	April 6, 2022
Deadline for receiving proposer written inquiries	April 19, 2022
Deadline to issue responses to written inquiries	April 22, 2022
Deadline for receipt of proposals	May 10, 2022, at 2:00PM
Evaluation of Proposals & State Approval	May 16-30, 2022 (Estimated)
Notice of Intent to Award	May 31, 2022 (Estimated)
Contract Execution	August 31, 2022 (Estimated)

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible proposers.

1.8 Proposer Inquiry Periods

The State/RSD shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.7 - Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for this RFP, Sabra Reich by e-mail:

Sabra Reich
Director of Procurement & Operations
Louisiana Recovery School District
E-Mail: Sabra.Reich@rsdla.net

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.9 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the

State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.8** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.10 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP. Addenda, if any, will be issued and posted at the Office of State Procurement LaPAC website. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to:

Sabra Reich
Director of Procurement & Operations
Louisiana Recovery School District
909 Poydras Street, Suite 1230
New Orleans, LA 70112
E-Mail: Sabra.Reich@rsdla.net

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.16 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations,

and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.23 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.24 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

1.25 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.26 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.27 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing

the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.28 Termination

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.28.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.28.2 Termination of the Contract for Convenience

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.28.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.29 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.30 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.31 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Education, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.32 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.33 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.34 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.35 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.36 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.37 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.38 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.39 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.40 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.40.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

1.40.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.41 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.42 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.43 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.44 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

1.45 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.46 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

1.47 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.48 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.49 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted, the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

1.50 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.51 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank.

1.52 ***Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation***

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small businesses may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small businesses, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART II: RESPONSE INSTRUCTION

2.1 Proposal Submission

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

All proposals shall be received by the RSD Office. Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section.

Important – Clearly mark the outside of the envelope, box or package with the following information and format:

RFP Name: Project Management Services for the School Facilities Master Plan in Orleans Parish
Solicitation No: 682001– 682001-0406-22
RFP Opening Date: May 10, 2022
RFP Opening Time: 2:00PM

The proposal must be received in hard copy (printed) version by the RSD Office of Procurement & Contracts (OPC) on or before the date and time on the date specified in the Schedule of Events. All times are listed in Central Daylight Time. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Sabra Reich
Director of Procurement & Operations
Louisiana Recovery School District
909 Poydras Street, Suite 1230
New Orleans, LA 70112

For courier delivery, the street address is 909 Poydras Street, Suite 1230, New Orleans, LA 70112, and the telephone number is (504)373-6200.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The RSD is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for timely delivery of its hard copy and electronic proposals. Failure to meet the proposals opening date and time shall result in rejection of the proposals.

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

2.2 Proposal Format

Proposer shall submit one (1) signed original response, five (5) additional copies hardcopies and one (1) electronic copy in a sealed package. Electronic copies must be submitted with the hardcopies in the sealed package. Electronic copies should not be emailed.

Original Response - Must contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. It should be clearly marked or differentiated from the other copies of the proposal. This copy will be retained for incorporation by references in any contract resulting from this RFP.

Additional Hardcopies – Must contain the same information as the original response.

Electronic Copy – Must contain the same information as the original response and must be presented in PDF format on a compact disk or flash drive.

- A. Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State. The cover letter should be signed by an individual who is authorized to make proposals of this nature in the name of the firm making the proposal as listed on **Attachment I, Certification Statement**.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The following information should be included under the title "Project Management Services for the School Facilities Master Plan in Orleans Parish":

- Name of the firm
- Firm address
- Firm telephone number
- Firm federal tax identification number
- Name, title, address, telephone number, and email address of contact person for technical and contractual clarifications throughout the evaluation period.

- B. Table of Contents:** Organized in the order cited in the format contained herein.

- C. Executive Summary:** This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in **Attachment II – Sample Contract** and submit whatever exceptions or exact contract modifications that their firm may seek to the sample

contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

- D. Corporate Background and Experience (10 points)** The proposer should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, number of years in K-12 facilities program management experience, and copies of their latest three (3) years of audited financial statements.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other school districts of comparable size and diversity with references from entities, including names and telephone numbers of those references. If the proposal involves a joint venture, the proposer needs to demonstrate successful joint ventures in the past.

A list of all legal actions filed by or against the firm during the past five (5) years involving claims that exceed fifty thousand dollars (\$50,000). Indicate if you have ever been terminated from a project or have failed to fully complete a program management assignment.

- E. Proposed Project Staff (25 points)** The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project. The actual personnel who will be assigned to the project must be included in the proposal. Substitutions of personnel after award of the contract must only be made because of extreme extenuating circumstances.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project and how those roles support the scope of work, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability.

Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. Proposers must include a statement that all key staff proposed are available to staff this contract. Please clearly indicate which proposed staff is proposed as full time and part time efforts. The persons responsible for providing the day-to-day implementation of the building program must reside locally.

- F. Approach and Methodology (20 points)**

- Proposer understanding of the nature of the project and how his/her proposal will best meet the needs of the RSD.
- Proposer should define their functional approach in providing the services for the duration of the contract to complete the projects outlined.
- Proposer should define their functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Describe the approach to managing Federal, State and Private Grants; this should also include compliance monitoring and close-out.
- Provide proposed Project Work Plans for Construction Completion and Grants Management that reflects the approach and methodology, tasks, and services to be performed, deliverables, timetables, staffing.
- Proposer shall identify office location, process for establishing the office and detailed schedule for establishing an office which includes a plan for providing remote/flexible workspace for six RSD team members.

G. Cost Information (25 points)

- Provide the total cost (inclusive of office space, all project and technical implementation expenses) for each identified phase or service, in the detail described below with a total cost for each phase.
- Detail staffing hours projected and salary rates for each staff person proposed/assigned by title. Provide a detailed listing of direct cost items, profit percentage and an audited overhead rate. *This information will be utilized for evaluation and negotiation of an agreed upon fee once a firm is selected.*
- Provide the total estimated number of hours, by classification, for the Proposer's projected staff, the billing rate by classification and an estimated percentage of the effort that will be completed by a subcontractor. See **Attachment III – Cost Template**.
- If a subcontractor will be used, clearly identify any subcontractor arrangements in the same detail as above.

H. Proposed Start-up Plan or Continuity of Services (8 points)

- The start-up plan will identify the method the Proposer will utilize to eliminate and/or reduce the risk to the RSD during the transition period. The RSD has active projects that will need to be transitioned from one firm to another with no interruption of services or increased cost as a result of this change.
- The start-up plan must provide sufficient detail to assure the RSD that an uninterrupted flow of work can occur.
- Proposer shall identify office location, process for establishing the office and detailed schedule for establishing an office which includes a plan for providing remote/flexible workspace for six RSD team members.
- The scope of this RFP varies in part from previous contracts. Incumbent proposers shall include a Continuity of Services plan in lieu of a Start-up Plan.

I. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (12 points)

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

J. Administrative Information

- **Certification Statement:** The Proposer must sign and submit the Certification Statement shown in **Attachment I - Certification Statement**. The statement must be signed by an individual who is authorized to make proposals of this nature in the name of the firm making the proposals.
- Discuss any suggested revisions to non-mandatory terms and conditions from Attachment II, Consulting Services Contract.

PART III: EVALUATION AND SELECTION

3.1 Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Recommendation for award shall be made to the RSD Director of Procurement & Operations for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
1. Corporate Background and Experience	10
2. Proposed Project Staff	25
3. Approach and Methodology	20
4. Cost	25
5. Proposed Start-up Plan or Continuity of Services	8
6. Veteran & Hudson	12
Total Score	Sum of the above scores: 100

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer
LPC = Lowest proposed cost of all Proposers
PC = Proposer's cost

3.2 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. The evaluation committee may adjust their original scores based upon information received in the presentation. This adjusted score will be the final score.

The State and/or RSD reserves the right to enter into an agreement without further discussion with the proposers of their proposals submitted based on the initial proposals received.

3.3 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

3.4 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

3.5 Contract Award and Execution

The State shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State shall reserve the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State. Proposers are discouraged from submitting their own standard terms and conditions with their proposals. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in **Attachment II**. Proposers should address the specific language in the sample generic contract, Attachment II, and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. Negotiations may begin with the announcement of the selected Proposer. The State's mandatory terms and conditions including but not limited to those contained in **Section 1.18** of this RFP are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

3.6 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, RSD will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and required approvals. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of

Events.” If this date is not met, through no fault of the State, the State may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous responsible Proposer.

The RSD will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The “Notice of Intent to Award” letter starts the protest period.

The award of a contract shall subject to the approval of the State Superintendent of Education.

3.7 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.8 Debriefings

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with Sabra Reich at Sabra.Reich@rsdla.net.

PART IV: SCOPE OF WORK/SERVICES

4.1 Overview

The Recovery School District (RSD) is soliciting written Proposals from professional consulting firms desiring to provide project management services for a portfolio of projects. Service encompassing planning support, community outreach, design management, management of the Construction Manager at Risk (CMAR) process, construction project management, field inspection services, project controls, administration, litigation support and compliance monitoring of Federal, State and Private identified projects are required. It is imperative that the implementation of the multi-site facilities capital program be completed on schedule and within budget.

As of the end of Spring 2021, the RSD has three active projects in construction on three campuses. These active projects vary in scope, size, complexity, and dollar value. The projects are to be executed in accordance with the Education Specifications and the Performance Standards adopted as part of the Master Plan. The three projects are being completed via CMAR (Construction Manager at Risk) methodology:

- Rose Mary Loving, the former Martin Behrman Elementary School, is a \$40m renovation project 50% complete, scheduled to enter final completion stage December of 2022.
- New Cohen High School is a \$34m, project 46% complete, scheduled to enter final completion stage October of 2022.
- Dr. Alice R. Geoffray, also known as Career Technical Education High School, is a \$37m project, 54% complete, scheduled to enter final completion stage February of 2023.

Upon completion of the three remaining projects, they will enter a one-year warranty period. Additionally, there are three completed projects in their warranty phase:

- Leah Chase School Building, the former Marquis De Lafayette
- Edna Karr High School
- Booker T. Washington High School

The SFMPOP projects are funded by multiple sources. Compliance with the various FEMA, CDBG, and other grant requirements will be required. As the program nears completion, the RSD will progress to the grant closeout phase. All outstanding requests and informational needs of grant partners will need to be resolved within the contract period and within limited remaining funding. The RSD is the applicant on 1,147 Katrina related FEMA project worksheets (PW) with a total value of \$1.6b:

- 1,017 PWs are in closed status
- 66 PWs are open including the RSD's single settlement request PW and related school contents PWs
- 64 PWs are in the closeout process

The RSD was also the applicant on 28 of Community Development Block Grants (CDBG). Two CDBG projects are currently open; each is under construction. All other CDBG projects have been closed.

The program requires data management. For legacy data, the District currently utilizes a cloud-based repository for program records. The records are currently organized by site and may include but are not limited to; electronic communications related to individual projects, drawings, photographs, pay applications, etc. The Contractor is expected to continue to add to, maintain, and organize existing repository.

Current data shall be maintained in a searchable database of contracts, contract amendments, invoices and their payment status, and remaining contract balances. The Contractor is expected to produce timely reports of agings of each stage in payment and approval process. Additionally, the Contractor is expected

to organize, preserve, make available on an ongoing basis, and turnover all data used in the performance of this contract to the Owner.

This is anticipated to be the sixth and final contract for the management of the implementation of the capital program estimated at \$2.0 billion over duration of fourteen to sixteen years, currently completing year fourteen.

It is also anticipated that this contract with the RSD, November 2022 - November 2025 will have the responsibility of assuming 6 projects at various phases of execution, including warranty management.

The RSD intends to award a contract to the firm which is deemed most qualified and responsive to this request.

The overall objective is to assist the RSD in managing implementation of a multi-site facilities program consisting of New School Construction, Major Renovations, and Refurbishment of Occupied Schools.

The Contractor is expected to provide its own office space and provide the RSD capital team with space to accommodate six RSD team members for remote/flexible use.

4.2 Tasks and Services

The Contractor shall serve as an agent and representative of the Owner (RSD). The Contractor (or any entity of the Project Management team) will not be allowed to perform architectural or engineering design, or construction services (outside the scope of services outlined in this RFP).

The SFMPOP was originally adopted by the OPSB and BESE in 2008 and was revised in 2011 & 2014, after extensive community engagement for both. The plan also includes adopted Educational Specifications and Performance Standards. The scope of services described herein will support the implementation of that plan and the execution of the steps necessary to ensure each year and phase of the long term plan is on schedule and within budget. A primary objective of this Request for Proposals is to insure that projects within the building program are accomplished on time and within budget. The RSD intends is to deliver high-performing educational facilities that are available for occupancy during natural breaks in the school year, i.e. at the beginning of the fall semester or at the beginning of the spring semester. The successful proposer will demonstrate a plan to assure the accomplishment of that objective. Additionally, the successful proposer will demonstrate a deep understanding of strategies to achieve high-performing buildings that can be accomplished within the project budgets.

As of July 1, 2018, RSD only controls buildings/schools currently undergoing construction/renovation. Buildings under the one-year Warranty period are programmatically under NOLA Public Schools while RSD administers the warranty.

- Overall Program Management Services: The Contractor shall be responsible for supporting the development and implementation of the overall program management plan for the RSD Master Plan.
- Master Planning Support Services: The Contractor shall be responsible for supporting the on-going implementation of the master planning and the management of revisions to the Educational Specification and Performance Standards and assisting the RSD on any adjustments to the Master Plan based on new data that may be obtained to implement the capital plan in a timely, cost-effective manner.
- Management of Design Phase: The Contractor shall be responsible for assisting the RSD in the procurement of, and providing design management of, professional design services required to implement construction of the projects in the RSD Master Plan.
- Management of Construction Phase/Project Controls: The Contractor shall be responsible for providing project construction management of the construction phase of all assigned RSD Master Plan projects. The Contractor shall be responsible for coordinating with the appropriate staff

person to manage invoices, contracts, change orders, and amendments to develop systems that result in the delivery of projects on time and on budget.

- Field inspection services: The Contractor shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget, and quality contractual requirements.
- Grants Administration, Compliance and Close-Out: The Contractor shall be responsible for working with the appropriate Federal, State, Local and Private agencies for compliance, managing through closeout, and if necessary, obtaining and maximizing FEMA, CDBG, Local and Private funding grants needed to implement the RSD Master Plan. The Contractor is responsible for submitting to the granting agency the documents required to close-out all disaster related grants. The consultant shall also be responsible for responding to audit inquiries from a variety of agencies including but not limited to FEMA OIG, Louisiana Legislative Auditors and LA Department of Education Auditors.
- Project Close Out: The Contractor shall be responsible for preparing documentation for close-out. Close-out includes providing data to set-up preventive maintenance and asset preservation programs for each project executed. It also includes management of one-year warranty period after construction is completed for each project executed. The Contractor shall be responsible for financial reports and other documentation as required per the terms of the financial grants received to execute the projects. Contractor is responsible for submitting closeout packages in full compliance with grant requirements for all open project worksheets within the contract term.
- Litigation Support: Provide claim and litigation support for any threatened and actual claims and/or litigation
- Management of Program Data: The program requires data management consisting of overall program files (legacy data) and current data. For legacy data, the District currently utilizes a cloud-based repository for program records. The records are currently organized by site and may include but are not limited to; electronic communications related to individual projects, drawings, photographs, pay applications, etc. The Contractor is expected to continue to add to, maintain, and organize existing repository.
Current data shall be maintained a searchable database of contracts, contract amendments, invoices and their payment status, and remaining contract balances. The Contractor is expected to produce timely reports of agings of each stage in payment and approval process. Additionally, the Contractor is expected to organize, preserve, make available on an ongoing basis, and turnover all data used in the performance of this contract to the Owner.

4.3 Responsibilities and Deliverables

The overall objective is to assist the RSD in managing the implementation of a long term multi-site Master Plan as the Plan is completed and all activities are closed out per the various granting/oversight authorities. The Responsibilities and Deliverables for this effort include, but are not limited to the following:

4.3.1 Overall Program Management

- Responsibilities
 1. Under the direction of the Chief Operations Officer and the RSD Capital Team, direct and coordinate the activities of the Project Management team to meet the objectives of the overall program management plan.
 2. Manage, report, and monitor projects to ensure delivery within the established schedule and cost parameters and in compliance with quality assurance requirements; provide timely project communications; develop and implement appropriate recovery strategies when management objectives are at risk.
 3. Assist the RSD staff in providing regular reports to the State Board of Elementary and Secondary Education, committees of the State Legislature, state advisory boards and commissions, parish and local government, and community meetings regarding status of the program.

4. Develop, implement and staff a community outreach plan that includes community involvement in all phases of the projects' life cycle and assist in the communication of other pertinent information pertaining to the RSD Master Plan to interested entities, groups and the general public.
 5. Determine the current status of all ongoing projects that exist prior to the start of this new contract and provide a plan for managing this transition.
 6. Assist the RSD as required in project/ program financial or programmatic audits.
 7. Assist the RSD in obtaining FEMA reimbursement as well as any other federal/state/local capital funding source, including State and Federal Historic Tax Credits. Attend meetings with related State/Federal and other agencies as necessary and provide project information to them as required. Assist the RSD in liquidating FEMA/CDBG grants to cover program implementation cost.
 8. Provide audit and funding compliance reviews on all projects as required based on the funding source.
 9. Develop, implement and staff a contractor awareness program that encourages and facilitates DBE participation in the RSD Capital Program.
 10. Provide claim and litigation support for any threatened and actual claims and/or litigation.
 11. Preserve, maintain, and organize, as necessary, previous data generated by RSD in the execution and funding of the Master Plan.
- **Deliverables**
 1. Report on regular basis, as directed, on projects' progress, included but not limited to project cost, schedule, cash flow projections, change orders and work status.
 2. Provide monthly overall program report.
 3. Identify deviations from established cost and schedule projections on a biweekly basis. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.
 4. Create and maintain a searchable cloud-based database of contracts, contract amendments, invoices and their payment status, and remaining contract balances. Produce timely reports of agings of each stage in payment and approval process. Organize, preserve, make available on an ongoing basis, and turnover all data used in the performance of this contract to the Owner.
 5. Within 30 days of contract award, submit a project status report on each of the on-going projects' progress including project budget and schedule projections and the identification of issues requiring resolution, and all opportunities for efficiencies related to project delivery.
 6. Within 30 days of contract award, submit a contractor outreach/communication plan that encourages participation of Small and Disadvantage business involvement throughout the Capital Program.

4.3.2 Master Planning Support Services

- **Responsibilities**
 1. Update the Educational Specifications and Performance Standards for school facilities, as needed to appropriately reflect the RSD educational programming initiatives and planning goals.
 2. With RSD input, develop project delivery strategies for each component of the RSD/OPSB School Facilities program.
 3. Assist the RSD in developing a process that will inform and appropriately involve the school communities and general public in all phases of the RSD School Facilities Program.
 4. Assist in presentations to the neighborhood communities, Master Plan Oversight Committee, state legislative committees, local governmental entities, and the State Board of Elementary and Secondary Education.
 5. Provide claim and litigation support for any threatened and actual claims and/or litigation.
- **Deliverables**
 1. With RSD input, establish administrative procedures, design criteria and standards, educational specifications, and furniture, fixture and equipment and technology standards.

2. Provide data and documentation for any threatened and actual claims as requested by RSD.

4.3.3 Management of Design Phase

The Contractor shall be responsible for assisting the RSD in the procuring and directly manage professional design firms, emphasizing within budget and on time performance. Additionally, the Contractor shall ensure compliance with design guidelines and contract terms as required to execute the delivery of the projects in the RSD Capital program. The services required include, but are not limited to the following:

- Responsibilities
 1. Responsible for the preparation of a professional design services procurement plan and schedule to meet the requirements of the RSD Schools Facilities Program, developing RFP's for architecture and/or engineering services and participating in the negotiations of design contracts as requested by the RSD.
 2. Responsible for ensuring RSD is properly incorporating the BESE/OPSB Board adopted Educational Specifications and Performance Standards into the Facilities Capital Program through its management of the design professionals.
 3. Assist the District and coordinate with design professionals in properly incorporating design standards and master specifications in each design project.
 4. Recommend and implement project delivery strategies and schedules in order to increase construction market competition and realize efficiencies.
 5. Develop and maintain a document management system for construction documents and record drawings.
 6. Assist in the evaluation and selection of professional design consultants.
 7. Manage professional design consultants' contracts and implement design to budget requirements in all RFP's and contracts for design services. Monitor and report on compliance with design to budget requirements.
 8. Manage the submittal of all required documents for approval by State, City and other local agencies having jurisdiction over the construction of PreK through 12 schools.
 9. Validate the Architect/Engineer (A/E) cost estimate and provide value engineering and constructability reviews throughout the design of projects to ensure compliance with project budget and schedule.
 10. Provide document quality assurance/quality control reviews.
 11. Evaluate and review design errors and omissions, rendering professional opinions to the RSD and assisting the RSD in recovery efforts if necessary.
 12. Provide claim and litigation support for any threatened and actual claims and/or litigation.
- Deliverables
 1. Develop a check list for each design submittal to ensure adherence to the contract terms and established procedures.
 2. Provide a validation of A/E cost estimates. Provide value engineering and constructability review reports throughout design of projects to ensure compliance with project budgets and schedules.
 3. Develop and implement an Errors and Omissions review procedure.
 4. Develop and periodically update Design Guidelines, Educational Specifications and Performance Standards to ensure consistent and appropriate guidance to design professionals in planning the improvements to existing facilities and the construction of new facilities. Include Historic Structure Guidelines and FEMA reimbursement considerations. Utilize best practices to validate the Design Guidelines. Ensure Design Guidelines are incorporated into all RFP's for design services.

4.3.4 Management of Construction Phase/Project Controls

The Contractor shall be responsible for coordination of the construction process of all assigned RSD capital projects. The Contractor shall be responsible for coordinating with the appropriate staff person to manage invoices, contracts, change orders, and amendments to develop systems that result in the delivery of projects in time and on budget. Services required for the construction program include, but are not limited to the following:

- Responsibilities
 1. Support and assist in the preparation of the construction program procurement plan and schedule for all assigned capital projects.
 2. Integrate local and DBE business participation outreach into procurement plans.
 3. Provide support to RSD's DBE staff with compliance during construction.
 4. Provide support to RSD staff regarding DBE which includes but is not limited to submitting DBE reports in a timely and consistent manner, impressing the imperative of responsiveness to DBE issues as they arise, and support DBE efforts whenever RSD staff is not available.
 5. Administer the competitive bidding process for the procurement of construction, including conducting pre-bid conferences.
 6. Schedule and conduct pre-construction meetings.
 7. Coordinate all work on school campuses with RSD administrative, NOLA-PS and school staff.
 8. Provide project construction management services to include; conduct regular jobsite meetings, oversee quality assurance testing and inspection programs, monitor contractor and subcontractor work for deficiencies, maintain copy of all contract documents, change orders, and other documentation, oversee contractor and subcontractor safety program. Expedite communication, processing and documentation all contractors' submittals including RFI's, payments requests and change orders.
 9. Monitor and manage the process of compliance with all applicable regulatory requirements, permitting and necessary approvals.
 10. Process and track payment requests for approval within a week of receipt.
 11. Report potential budget and schedule variances and prepare recovery plans.
 12. Administer post construction close-out, 3rd-party commissioning, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals and as-built drawings.
 13. Assist in training NOLA-PS Operations and Maintenance personnel on all completed projects.
 14. Expedite final project close out and approval for final contractors' payments and assist in all post construction dispute resolution as necessary.
 15. Assist in coordinating furnishings, fixtures and equipment acquisitions and installation as requested by the RSD. The individual(s) responsible for this activity must be cognizant of Louisiana state procurement regulations.
 16. Manage the one-year post construction warranty period on behalf of the RSD and NOLA-PS, to include Architect, General Contractor, and Leaseholders.
 17. Provide claim and litigation support for any threatened and actual claims and/or litigation.
- Deliverables
 1. Within 30 days of contract award, provide project construction management procedures to include;
 - conducting regular jobsite meetings
 - monitoring contractor and subcontractor work for deficiencies
 - maintaining record copies of all contract documents, change orders processing, and other documentation requirements
 - overseeing contractor and subcontractor safety program
 - project communications
 - processing and documentation all contractors' submittals including RFI's, payments requests and change orders

2. Within 30 days of contract award, develop report mechanisms to monitor compliance with all applicable requirements:
 - permitting and approvals
 - any impacts on the projects schedule or cost in addition to recommendation to mitigate delays and cost increases
3. Update and maintain project schedules as well as review and recommend for acceptance detailed contractor's schedules, submittal schedules, inspection schedules, permit schedules, and occupancy schedules.
4. On an ongoing basis, report potential budget and schedule variances and prepare recovery plans.
5. Within 30 days of contract award, develop and implement a procedure for administering post construction close-out, commissioning, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals and as built drawings.
6. Provide construction project cost and schedule reporting to the RSD on a monthly basis.
7. Develop and update as necessary a construction inspection manual to provide guidelines for field inspection services consistent with national industry standards.
8. Develop and update as necessary a construction contingency tracker.

4.3.5 Field Inspection Services

The Contractor shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget and quality contractual requirements including but not limited to the following:

- Responsibilities
 1. Ensure that all contract drawings, terms and conditions are adhered to during the construction phase.
 2. Process contractor's payments and verify accuracy of paid quantities.
 3. Monitor the contractor's adherence to the safety plan and ensure that the contractors are providing adequate site security.
 4. Document Non-Conformance Reports (NCR) in case of non-conformance and monitor corrective actions.
 5. Verify that all addendums have been incorporated into the final plan set prior to start of construction.
 6. Maintain a daily project diary of all the details of the work, equipment and labor on site.
 7. Provide coordination and supervision of hazardous materials abatement encountered.
 8. Ensure that work by NOLA-PS is coordinated with the on-site construction contractors.
 9. Manage and facilitate the implementation of all commissioning processes and guidelines through-out the project duration.
 10. Coordinate the building turn over process with the owner and contractors.
 11. Provide claim and litigation support for any threatened and actual claims and/or litigation.
- Deliverables
 1. Generate contractors punch lists and conduct substantial completion inspections. Recommend the issuance of the certificates of substantial completion and conduct final inspections with the RSD.
 2. Ensure the delivery of all as-built drawings and project documentation is delivered to the RSD for record keeping purposes.
 3. Maintain a daily project diary of all the details of the work, equipment and labor on site and deliver both electronic and hard copies of same on a monthly basis.
 4. Develop and maintain a non-conformance report log and notify the contractor and monitor and report corrective action.
 5. Monitor, document and report all Time and Materials change orders.
 6. Provide up to date project progress reports and schedule compliance.

4.3.6 Grants Administration, Compliance, and Closeout

The Contractor shall be responsible for providing grants administration and compliance for the projects that are funded by FEMA, CDBG, other Federal and/or State agencies and as well as privately funded grants that are used to complete capital projects, including but not limited to the following:

- Responsibilities
 1. Responsible for negotiating and managing alternative disaster funding including state advances and FEMA, CDBG, other Federal grants and other non-governmental grants.
 2. Responsible for providing technical assistance to the RSD Capital Projects team during the audits that may happen as a result of the funding source.
 3. Responsible for the grant close-out process at the FEMA Region and/or State (Grantee) level, including assembling, annotating and maintaining all necessary financial and project records to successfully complete the close-out process.
 4. Responsible for the preparation of written and oral presentations of FEMA Public Assistance appeals at both FEMA Regional and Headquarters levels.
 5. Responsible for assisting the RSD in negotiating both the National Environmental Preservation Act (NEPA) compliance and the National Preservation Act (NPHA) Section 106 requirements with FEMA and CDBG to avoid, minimize and mitigate adverse effects to preserve program eligibility while achieving the RSD facility goals and maintaining the construction schedules.
 6. Responsible for completing Part 1 and Part 2 of the Historic Tax Credit application to the appropriate State and Federal Historic Preservation Office so that the RSD can submit when appropriate.
 7. Responsible for maintaining or amending the proposed scope of work submitted to the State and Federal Historic Preservation Office per the Secretary of Interior's Standards for Rehabilitating Historic Buildings.
 8. Responsible for conducting internal audits on project files for compliance with FEMA, CDBG, other Federal grants and other non-governmental grants including items such as Davis-Bacon Wage rates compliance.
 9. Responsible for assisting the RSD in emergency preparedness, and response for an efficient disaster recovery.
 10. Responsible for FEMA Project Worksheet and site pre-closeout where applicable, fulfilling all FEMA and GOHSEP requirements.
 11. Provide claim and litigation support for any threatened and actual claims and/or litigation.
- Deliverables
 1. Provide quarterly reports that demonstrate that the funding grants utilized for capital projects activities are eligible, reasonable and allocable under the program.
 2. Provide a risk management plan and a procedure to minimize the risk of fund de-obligation per the requirements of the funding sources. This plan needs to be reviewed and updated at least quarterly.
 3. Provide a monthly report of project worksheet status, unused obligations, advances, and any potential debts
 4. Provide monthly reports that indicate the financial status of FEMA, CDBG and other construction funds.
 5. Upon contract award, contractor will review all open project worksheets, and provide a schedule of closeout of all open project worksheets within 90 days
 6. Contractor is responsible for submitting closeout packages in full compliance with grant requirements for all open project worksheets within the contract term.
 7. Provide a monthly report of contracts, amendments, invoices, and contract balances and projected funds usage
 8. Conduct a regular meeting with GOHSEP and/or their subcontractors to keep them up to date on closeout progress.
 9. Assist RSD to ensure that all expenses and deductions on project worksheets are substantiated by the end of the contract period.

10. Provide all necessary documentation and informational requests to ensure completion of project roll up plans as requested by RSD.
11. Provide a monthly close-out tracking report to ensure within 6-months of the closure of the construction contract that the financial grant closure has occurred with the external funding agency.
12. Provide searchable database of files, documents, and backup documentation necessary show compliance etc.
13. Provide breakout cost information and project details as requested by RSD to fulfill Historic Tax Credit funding requirements.

4.3.7 Project Closeout

The Contractor shall be responsible for preparing documentation for close-out. Close-out includes providing data to set-up of preventive maintenance and asset preservation programs for each project executed. It also includes management of one-year warranty period after construction is completed for each project executed. The Contractor shall be responsible for financial reports and other documentation as required per the terms of the financial grants received to execute the projects. Contractor is responsible for submitting closeout packages in full compliance with grant requirements for all open project worksheets within the contract term. Services including but not limited to the following:

- Responsibilities
 1. Administer post construction close-out, 3rd-party commissioning, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals and as-built drawings.
 2. Assist in training NOLA-PS Operations and Maintenance personnel on all completed projects.
 3. Expedite final project close out and approval for final contractors' payments and assist in all post construction dispute resolution as necessary.
 4. Manage the one-year post construction warranty period on behalf of the RSD and NOLA-PS, to include Architect, General Contractor, and Leaseholders.
 5. Provide claim and litigation support for any threatened and actual claims and/or litigation.
- Deliverables
 1. Create closeout template
 2. Facilitate monthly meeting with NOLA PS, building turnover process,
 3. Within 30 days of contract award, develop and implement a procedure for administering post construction close-out, commissioning, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals and as built drawings.

4.3.8 Litigation Support

- Responsibilities
 1. Provide claim and litigation support for any threatened and actual claims and/or litigation.
- Deliverables
 1. Compilation of project documents, plans and specifications, emails, correspondence, and records pertaining to and/or related to the RSD Orleans Parish School Facilities Masterplan.
 2. Review, analyze and make recommendations to the owner pertaining to and/or related to any contractor and subcontractor claims.
 3. Maintain, analyze, and make recommendations to the owner pertaining to and/or related to any designer errors and omission claims.

4.3.9 Management of Data

The program requires data management consisting of overall program files (legacy data) and current data.

- Responsibilities
 1. The Contractor is expected to add to, maintain, and organize existing cloud-based document repository. Records may include but are not limited to; electronic communications related to individual projects, drawings, photographs, pay applications, etc.
 2. Maintain a searchable database of current contracts, contract amendments, invoices and their payment status, and remaining contract balances.
 3. Develop and implement procedures for document management of construction documents and record drawings.
- Deliverables
 1. Develop and provide usable cloud-based database for all documents to be updated in real time.
 2. Provide searchable database of files, documents, and backup documentation necessary show compliance etc.
 3. Create and produce timely reports of agings of each stage in payment and approval process. Organize, preserve, make available on an ongoing basis, and turnover all data used in the performance of this contract to the Owner.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT - The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least one year from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

CONTRACT NUMBER *LAGOV*)_____

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
CONTRACT**

BE IT KNOWN, the Department of Education, Office of Recovery School District of the State of Louisiana (hereinafter sometimes referred to as State) and (Contractor's name and legal address including Zip code as listed on the W-9) (hereinafter sometimes referred to as Contractor) do hereby enter into a contract with funds provided by the program entitled _____, under the following terms and conditions.

Scope of Services

Contractor hereby agrees to furnish the following services:

- ***Specific goals and objectives:***

(Insert Specific goals and objectives)

- ***Deliverables:***

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

- ***Performance Measures:***

(Insert Performance Measures that are quantifiable and time bound)

- ***Monitoring Plan: (for adherence to contract requirements and completion of work)***

(Insert Monitoring Plan, include details) This agreement will be monitored by RSD Chief Operating Officer, Educational Facilities Development.

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$0.00 (maximum amount of contract). Payment will be made only on approval of RSD Chief Operating Officer, Educational Facilities Development. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

Contracts with services completed by June 30 must submit invoices no later than July 5. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress or completion is obtained to the reasonable satisfaction of the RSD, payments are scheduled as follows:

(State and Contractor to agree on schedule to be attached as Exhibit: Payment Schedule).

The Contractor will submit invoice for the previous month's services before the 8th working day of each month. The invoice detail will include sufficient information to support the amounts billed and to reconcile the Contract. The RSD shall pay any accurately prepared and submitted invoice within 45 calendar days of receipt.

Contractor should submit invoices and Professional Services Billing Form to:

RSD Finance
909 Poydras Ave, Suite 1230
New Orleans, LA, 70112

Term of Contract

This Contract shall begin on December 1, 2022 and shall terminate on November 30, 2025. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and

approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number **(Federal Tax ID or Social Security Number)**.

Termination for Cause

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

Dispute Resolution

Any claim or controversy arising out of this Contract may be resolved by non-binding mediation in the first instance, at the sole option and discretion of the State. If such mediation is elected and is not successful, then either party may institute legal action. If the State does not elect to pursue non-binding mediation, either party may institute legal action. The Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana shall have exclusive jurisdiction and venue to resolve any disputes related to or arising out of this Contract and/or this Project.

Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs, and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Record Ownership

All records, reports, documents, or other material related to any contract resulting from this Contract shall be the property of the State. Any work undertaken by the Contractor pursuant to this Contract shall be work made for hire, and the Contractor hereby transfers and assigns to the State any intellectual property rights including but not limited to the copyright of any records, reports, documents, materials, or products created or developed by Contractor in connection with the performance of this Contract. No records, reports, documents, materials, or products created or developed under this contract can be distributed free or for profit without explicit written approval from the State Superintendent of Education.

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Assignment of Contract

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Right to Audit and Record Retention

It is hereby agreed that the Louisiana Department of Education's Internal Auditors, the State of Louisiana Legislative Auditor, and/or the Office of the Governor, Division of Administration's auditors and/or auditors representing State or Federal government shall have the option to audit all accounts or records of Contractor which relate to and pertaining to this Contract for a period of seven (7) years from the date of the last payment made under this contract. Prior to such audit, RSD shall make every reasonable effort to notify the Contractor. Additionally, any such audit requirements shall not apply to the confidential or privileged materials of Contractor. All copies of audits must be forwarded to the LDOE Internal Audit Section. The foregoing notwithstanding, any audits conducted this section shall be in accordance with all applicable state and/or federal regulations and procedures. Furthermore, Contractor will be afforded the option at its sole discretion and costs of engaging outside professionals, (legal, accounting, etc.) to participate in such audit as directed by Contractor.

Fiscal Funding

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Non-Discrimination

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including, but not limited to, La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited to, the Commissioner of Administration's authority in procurement matters.

Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all

documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to La. R.S. 17:3914, FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to La. R.S. 17:3914, FERPA and/or IDEA to the Department at the conclusion of this contract.

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g., financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

Amendments

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Code Of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

Collections Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

Compliance Statement

The State's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and regulation and the SBESE's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the SBESE's policies.

By executing this Contract, Contractor certifies that Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of Contractors knowledge, information and belief, Contractor is not prohibited from entering into this Contract by La. R.S. 42:1113. Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this Contract for convenience.

Corporate Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

Fund Use

Contractor agrees not to use Contract proceeds in violation of any state or local law or ordinance to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana legislature or any local governing authority. The forgoing notwithstanding, Contractor shall not be prohibited from

continuing its standard procedures related to political lobbying activities that are performed in accordance with applicable law.

Entire Agreement/Order of Precedence

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiation are merged into this Contract. This Contract is entered into with neither party relying on any Statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

Contract Changes

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

Severability

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable

Master Program Construction Schedule and Delays in Performance of Work

In accordance with Exhibit A, the Contractor shall maintain and oversee the Master Program Construction Schedule under the direction of the RSD as provided herein. However, the parties understand that the Master Program Construction schedule must be a fluid document and is subject to change based on conditions and circumstances inherent to a program of this magnitude. Therefore, it is expected that there will be fluctuations in the order, priority and completion dates and milestones based on changed conditions within the Program. Nevertheless, utilizing the construction schedules provided by the applicable construction contractors, the Contractor shall update the Master Program Construction Schedule monthly incorporating the activities of the RSD's Program, including activity sequences and durations, allocations for labor and materials, processing for shop drawings, product data and samples and delivery of products requiring long lead time and procurement. The Master Program Construction Schedule shall include the RSD's requirements changes and directives (including any updates and/or modifications to same) showing portions of the program having completion priority necessary. The Contractor shall update and reissue the Master Program Construction Schedule monthly to show current conditions. If any update indicates the previously approved Master Program Construction Schedule may not be met the Contractor shall recommend corrective action to Owner. However, the Contractor shall bear no responsibility for the schedule commitments bade by RSD's architect, engineer, or construction contractors.

The RSD shall make all determination and approvals expeditiously and in a timely manner as to avoid any delay in the performance of the Contractor obligations und this Agreement.

The foregoing withstanding, neither party shall be liable for any delay or failure in performance that is caused by circumstances beyond its control and/or resulting from acts of God force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract and shall be afforded reasonable extensions of time tot eh extent of such delays.

Contractor Liability for the Condition of Construction Sites

Contractor shall assume no liability or responsibility for any conditions that exist on the project sites, including but not limited to, any hazardous materials, environmental conditions, attractive nuisance, facilities, equipment or other unknown or unforeseen conditions. The State shall remain responsible and liable for any conditions.

Contractor as Owner's Agent for Procurement of Services

Contractor shall be appointed as State's agent for the limited purposes of performing any bid or procurement services under the Contract and shall have no liability associated with the services procured by Contractor on State's behalf. Such services shall be performed in State's direction and in accordance with such forms, terms and conditions or modifications or revisions to same as State may in its sole discretion at any time instruct Contractor to use. All services shall be carried out in accordance with the procedures mutually agreed upon by State and Contractor.

Warranty

Contractor warrants that its Services shall be performed in accordance with generally accepted standards of the industry, and that it shall comply with all applicable laws and regulations. Contractor agrees that such warranty for its Services shall be for a time period no less than those warranties provided in the related construction, design, and design/build contracts which it is responsible for managing, and in no event shall be less than those time periods established by law. If the Services provided hereunder do not conform to the generally accepted standards of the industry, or otherwise breach the obligations that Contractor owes to the State, Contractor shall, at no cost to the State, furnish all corrective and remedial Services required in connection therewith as soon as reasonably possible.

Contractor shall use its best efforts and shall be responsible, to a reasonable standard of care, for the professional quality, technical accuracy and the coordination of all services provided pursuant to this Contract.

Contractor shall, without additional compensation, correct or revise any errors, omissions and/or deficiencies in any of the services performed pursuant to this Contract.

Contractor shall be financially responsible for all costs resulting from any errors, omissions and/or deficiencies in any of the Services provided pursuant to this Contract.

Indemnification

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false, or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims against the Agency, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute. If employee is engaged in hazardous work under the Workman's Compensation Statute, the Contractor and Subcontractor shall provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 per occurrence with a minimum aggregate of \$2,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take, and maintain insurance of the same nature and in the same amounts as required of the Contractor.

THUS, DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement.

State Agency Signatures

Michael Nathan
Capital Finance Manager
Recovery School District

Max Daigh
Interim Assistant Superintendent of Equity,
Inclusion and Operations
Recovery School District

WITNESSES' SIGNATURES

CONTRACTOR'S SIGNATURE

By: _____

Telephone: _(____)_____

****(Contracts exceeding \$50,000 require the following additional signatures)***

State Superintendent of Education

* President, State Board of
Elementary and Secondary Education

STAFFING EXAMPLE			
Position	Estimated Number Required	Hourly Rate per Position	Total Cost
Project Executive			
Program Director			
Design Manager			
Sr. Project Manager			
Project Manager			
Project Engineer			
Asset/Warranty Manager			
Scheduling Engineer			
Contracts/Procurement Administrator			
Funding Compliance			
Community Relations			
Projects Controls Manager			
Documentation Coordinator			
Administrative Assistant			
Field Inspector			
Internal Auditor			
Historic Preservation specialist			
Safety Manager			
Claims Specialist			
Closeout Specialist			
Public Assistance Policy Program Specialist			
Public Assistance Finance Specialist			
Director of Funding and Grants Management			

OFFICE EXPENSES			
Expense Item	Quantity or Months	Unit Cost	Subtotal
Computers			
Network			
Software			

Office Productivity			
Office Space			
Photography			
Miscellaneous			
Mark Up			
Total			